

**CONTRACT AWARD NOTIFICATION**  
**SPECIFICATION NO.04-096**  
**ANNUAL REQUIREMENTS FOR TRUCK TANKER**  
**TRANSPORT OF LIQUID MUNICIPAL SLUDGE**

DATE:05/24/04

CONTRACT PERIOD: August 1,2004 to July 31,2005

CONTRACTOR: Merrell Bros., Inc.  
8811 W. 500 N  
Kokomono, IN 46901

PURCHASING DIVISION  
K-STREET COMPLEX  
440 SOUTH 8<sup>TH</sup> STREET  
LINCOLN, NEBRASKA 68508  
(402) 441-7410

Company Representative: Terry Merrell  
Telephone No.:574-699-7782  
FAX No.:  
E-Mail Address:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

Item	Description	Qty.	U/M	Gal	Total
1	Transport liquid biosolids from the Northeast Injection Facility to the Theresa Street Wastewater Treatment Facility	2,000,000	Gal.	0.0223	\$44,600.00
	Number of Trucks to Be Used:			1 - 2	
	List Carrying Capacity of each Tanker Truck			6000 Gal.	

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #70287  
Dated:05/17/04

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN**

**NEBRASKA**

**TRUCK TANKER TRANSPORT  
OF  
LIQUID MUNICIPAL SLUDGE  
(SPECIFICATION NO. 04-096)**

**CITY OF LINCOLN, NEBRASKA  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 20th day of April 2004, by and between Merrell Bros., Inc. hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Truck Tanker Transport of Liquid Municipal Sludge  
and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

**EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

**\$ 0.0223 per Gallon**

## CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The term of contract shall be: from date of contract signature till July 31, 2004.

### GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
- \*5. The City of Lincoln Standard Specifications for Municipal Construction
  - a. General Conditions
  - b. General Specifications
  - c. Construction & Materials Specifications
- \*\* 6. The Plans (including the Schedule of Approximate Quantities)
7. The Construction Bonds
8. The Special Provisions

\* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, the City of Lincoln Standard Specifications for Municipal Construction will apply, which are on file in the office of the City Clerk. Copies may be obtained at the Office of the City Engineer.

\*\* The following is an enumeration of the Plans, which are entitled:

## CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

ATTEST:

City Clerk



EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive or No.  
dated

70287  
5-17-04

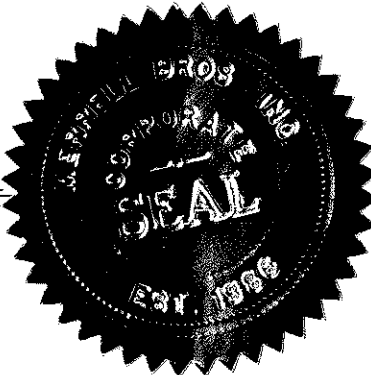
### EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

*Diane Louder*



Merrell Bros., Inc.  
Name of Corporation

8811 W. 500 N., Kokomo, IN 46901  
(Address)

By: *Serry Merrell*  
Duly Authorized Official

Treas.

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

IF AN INDIVIDUAL:

Name

Address

Signature